| Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 6/30/2005                                      | U.S. DEPARTMENT OF COMMERC!<br>United States Patent and Trademark Office  |  |
|---|---|--|
| RECORDATION   | FORM COVER SHEET  |  |
|   | ARKS ONLY ease record the attached documents or the new address(es) below.  |  |
| 1. Name of conveying party(les)/Execution Date(s):  | 2. Name and address of receiving party(ies)   |  |
| Jessica London, Inc.  | ☐ Yes Additional names, addresses, or citizenship attached? ☑ No  |  |
|   | Name: Wells Fargo Bank, National Association  |  |
|   | Internal<br>Address:  |  |
| ☐ Individual(s) ☐Association  | Street Address: One Boston Place, 18th Floor  |  |
| General Partnership   | Gueet Address, One Boston Flace, John Floor   |  |
| ⊠Corporation  | City: <u>Boston</u>   |  |
| Limited Liability Company   | State: MA   |  |
| Citizenship: <u>Delaware</u>  | Country: <u>USA</u> Zip: <u>02108</u>   |  |
| Execution Date(s) February 5, 2013  | 2.ip. <u>02100</u>  |  |
| Additional names of conveying parties attached? Tyes No   | National Association Citizenship: <u>USA</u>  |  |
| 3. Nature of conveyance:  | ☐ General Partnership Citizenship:  |  |
| ☐ Assignment ☐ Merger   | Limited Partnership Citizenship:  |  |
| ⊠ Security Agreement  | Corporation Citizenship:  |  |
| Other:  | Other Citlzenship:  |  |
|   | If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)  |  |
| 4. Application number(s) or registration number(s) and ide  | ntification or description of the Trademark.  |  |
| A. Trademark Application No.(s) See Attached Schedule A   | B. Trademark Registration No.(s) See Attached Schedule A Additional sheet(s) attached?  |  |
|   | No.   |  |
| C. Identification or Description of Trademark(s) (and Filing Date   |   |  |
| 5. Name address of party to whom correspondence concerning document should be malled: Name: Susan O'Brien | 6. Total number of applications and registrations involved: 6   |  |
| Internal Address: CT Lien Solutions   | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{1}{2} \frac{1}{2} \f |  |
| Street Address: 187 Wolf Road, Suite 101  | Authorized to be charged to deposit account   |  |
| City: Albany  | □ Enclosed  8. Payment Information:   |  |
| State: <u>NY</u> Zip: <u>12205</u>  | -   |  |
| Phone Number: 800-342-3676  | a. Credit Card  Last 4 Numbers 1868  Expiration Date Colls  |  |
| Fax Number: 800-962-7049  | b. Deposit Account Number   |  |
| Email Address: cls-udsalbany@wolterskluwer.com  | Authorized User Name:   |  |
| 9. Signature: Yaccumluslay  | <u>February 27, 2013</u>  |  |
| Signature 9   | Date Total number of pages including cover  |  |
| Kareem Ansley Name of Person Signing  | sheet, attachments, and document: 5   |  |

Documents to be recorded (including cover sheet) should be faxed to (703) 305-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SCHEDULE A

## <u>Trademarks</u>

| <u>MARK</u>                                   | REGISTRATION  NUMBER/ APPLICATION  NUMBER | REGISTRATION DATE/<br>APPLICATION DATE | Country                |
|---|---|--|------------------------|
| BRIDGEWATER STUDIO                            | 2613214                                   | 27-AUG-2002                            | United States          |
| JESSICA LONDON®<br>(Clothing)                 | 2799241                                   | 23-DEC-2003                            | United States          |
| JESSICA LONDON® (Mail<br>Order Services)      | 2210503                                   | 15-DEC-1998                            | United States          |
| JESSICA LONDON® (On-<br>Line Retail Services) | 2645682                                   | 05-NOV-2002                            | United States          |
| JESSICA LONDON™                               | 4197096                                   | 28-AUG-2012                            | United States          |
| JL STUDIO EXCLUSIVELY FOR JESSICA LONDON®     | 3345439                                   | 27-NOV-2007                            | United States          |
| JESSICA LONDON<br>(STYLIZED)                  | 10254563                                  | 10-FEB-2012                            | Community<br>Trademark |
| JESSICA LONDON®                               | 9952706                                   | 21-SEP-2011                            | Community<br>Trademark |

2341258.1

## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, JESSICA LONDON, INC., a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade dress and service marks, and all renewals thereof, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2341258.1

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  $\underline{5}^{th}$  day of February, 2013.

JESSICA LONDON, INC., as Grantor

By: Name:

Title:

Tradomark Security Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Grantee

By:

Name: Adam B. Davis

Title: Director

Trademark Security Agreement

TRADEMARK REEL: 004977 FRAME: 0474

**RECORDED: 02/27/2013**